

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 04-319**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

### **52" FRONT-LINE ROTARY RIDING MOWER**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, December 15, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

**EQUIPMENT SPECIFICATIONS**  
**52" FRONT-LINE ROTARY RIDING MOWER**

**1. APPLICATION**

- 1.1 The front-line rotary riding mower will be utilized by the Parks and Public Works/Utilities Departments in mowing of high maintenance turf where machine availability, productivity and quality of cut is essential.

**2. MODEL**

- 2.1 The equipment furnished under these specifications shall be new and of the latest improved model in current production as offered to the commercial trade.
- 2.2 Example Model:  
2.2.1 Toro Groundsmaster Model 228D
- 2.3 Examples are intended to show the type and class of equipment desired.
- 2.4 Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.
- 2.5 Bidders are cautioned to read the specifications carefully: The specifications may include special requirements not commonly offered by the manufacturer.
- 2.6 Mowers shall be complete with all accessory equipment as specified to include all manuals at time of delivery.
- 2.7 Prior to award of bid, the City of Lincoln reserves the right to require a on-site demonstration of equipment being bid, for the purpose of determining the suitability of the equipment for the intended application.  
2.7.1 Such demonstrations must be conducted within two (2) weeks of notice by the City of Lincoln.

Company Name \_\_\_\_\_

Meets Specs.

Yes No

**3. DESIGN**

- |     |     |     |   |
|-----|-----|-----|---|
| ___ | ___ | 3.1 | Four wheel, two-wheel drive with rear wheel steering. |
| ___ | ___ | 3.2 | Diesel powered with hydrostatic drive.                |
| ___ | ___ | 3.3 | Front-line deck configuration.                        |

**4. ENGINE**

- |     |     |      |  |
|-----|-----|------|--|
| ___ | ___ | 4.1  | Diesel-powered three cylinder.                     |
| ___ | ___ | 4.2  | Four cycle.  |
| ___ | ___ | 4.3  | Water cooled.                                      |
| ___ | ___ | 4.4  | 68 cubic inch piston displacement <u>minimum</u> . |
| ___ | ___ | 4.5  | 26 net horse-power <u>minimum</u> .                |
| ___ | ___ | 4.6  | Pressure lubrication system.                       |
| ___ | ___ | 4.7  | Full-flow oil filter (spin-on type).               |
| ___ | ___ | 4.8  | Heavy-duty remote mounted dry-type air filter.     |
| ___ | ___ | 4.9  | Air filter restriction indicator.                  |
| ___ | ___ | 4.10 | Fuel filter/water separator.                       |
| ___ | ___ | 4.11 | Governor.  |
| ___ | ___ | 4.12 | Heavy-duty under hood mounted muffler.             |

Company Name\_\_\_\_\_

Meets Specs.

Yes No

- |     |      |  |
|-----|------|--|
| — — | 4.13 | Industrial-type radiator with remote mounted expansion tank. |
| — — | 4.14 | Eight (8) gallon fuel tank <u>minimum</u> .                  |
| — — | 4.15 | Anti-freeze protection to -30°F.                             |
| — — | 4.16 | 12 volt electric start.                                      |
| — — | 4.17 | High engine coolant temperature shut down system             |

5. TRANSMISSION

- |     |     |  |
|-----|-----|--|
| — — | 5.1 | Hydrostatic transmission.  |
| — — | 5.2 | Two-wheel drive.   |
| — — | 5.3 | Single foot pedal traction control system.   |
| — — | 5.4 | Hydrostatic transmission mounted to front drive axle.  |
| — — | 5.5 | Approximate forward ground speed 8 mph.  |
| — — | 5.6 | Approximate reverse ground speed 3 mph.  |
| — — | 5.7 | A manual override relief or axle disengagement to allow traction unit to be towed shall be furnished (if available from the manufacturer). |

6. FRAME

- |     |     |                                     |
|-----|-----|-------------------------------------|
| — — | 6.1 | Heavy-duty all welded formed steel. |
|-----|-----|-------------------------------------|

7. BRAKES

- |     |     |  |
|-----|-----|--|
| — — | 7.1 | Dynamic braking through traction drive.                                    |
| — — | 7.2 | Front axle, foot pedal operated service brake.                             |
| — — | 7.3 | Independent steering brakes with pedal interlock for simultaneous braking. |
| — — | 7.4 | Manufacture's standard park brake.   |

8. TIRES

- |     |     |   |
|-----|-----|---|
| — — | 8.1 | 23 x 10.5 x 12, 4-ply flotation traction tires (tubeless).  |
| — — | 8.2 | 16 x 6.5 x 8, 4-ply ribbed steering axle tires (tubeless).  |
| — — | 8.3 | Heavy-duty demountable, drop center rims.   |
| — — | 8.4 | One (1) front and one (1) rear spare tire and wheel for each unit bid<br>(Same size and brand as that supplied on traction unit). |

9. STEERING

- |     |     |  |
|-----|-----|--|
| — — | 9.1 | Manufacturer's standard power-assisted steering. |
| — — | 9.2 | Rear wheel steer.                                |
| — — | 9.3 | Automotive type steering wheel.                  |

10. ELECTRICAL SYSTEM

- |     |      |  |
|-----|------|--|
| — — | 10.1 | 12 volt.   |
| — — | 10.2 | Heavy-duty 530 CCA <u>minimum</u> maintenance-free battery.    |
| — — | 10.3 | 40 amp alternator <u>minimum</u> .                             |
| — — | 10.4 | System protection through fuse or resettable circuit breakers. |

Meets Specs.

Yes No11. OPERATOR STATION CONTROLS

- |   |   |      |                                    |
|---|---|------|------------------------------------|
| — | — | 11.1 | Deck lift lever.                   |
| — | — | 11.2 | Implement/PTO on-off.              |
| — | — | 11.3 | Engine throttle.                   |
| — | — | 11.4 | Glow plug switch.                  |
| — | — | 11.5 | Key locking ignition switch.       |
| — | — | 11.6 | Service and steering brake pedals. |
| — | — | 11.7 | Park brake.                        |
| — | — | 11.8 | Traction control pedal.            |

12. SEAT

- |   |   |      |  |
|---|---|------|--|
| — | — | 12.1 | Deluxe adjustable suspension seat, with arm rests. |
| — | — | 12.2 | Adjustable for both position and firmness.         |

13. GAUGES

- |   |   |      |                           |
|---|---|------|---------------------------|
| — | — | 13.1 | Fuel level.               |
| — | — | 13.2 | Engine water temperature. |
| — | — | 13.3 | Engine hour meter.        |

14. INDICATORS

- |   |   |      |                                |
|---|---|------|--------------------------------|
| — | — | 14.1 | Low engine oil pressure.       |
| — | — | 14.2 | High engine water temperature. |
| — | — | 14.3 | Charging system.               |
| — | — | 14.4 | Glow plug indicator.           |

15. MOWER DECK AND RELATED EQUIPMENT

- |   |   |       |   |
|---|---|-------|---|
| — | — | 15.1  | Hydraulic implement lift.   |
| — | — | 15.2  | 12 gauge steel blade housing with 7 gauge welded support brackets.  |
| — | — | 15.3  | Side discharge.   |
| — | — | 15.4  | 52 inch cutting width.  |
| — | — | 15.5  | 5 inch deck depth <u>minimum</u> .  |
| — | — | 15.6  | 1.0 inch to 4.0 inch cutting height adjustments in ½ inch increments.   |
| — | — | 15.7  | 1.0" spindles with greaseable tapered roller bearings.  |
| — | — | 15.7  | One (1) spare set of cutter blades for each unit supplied.  |
| — | — | 15.8  | Deck must be furnished with all anti-scalp equipment available from manufacturer, including but not limited to pneumatic deck wheels.         |
| — | — | 15.9  | One (1) spare deck wheel for each unit supplied.  |
| — | — | 15.10 | Mechanical PTO shaft implement drive through "electric clutch engagement system" to three (3) interchangeable high lift design cutter blades. |

16. SAFETY FEATURES

- |   |   |      |  |
|---|---|------|--|
| — | — | 16.1 | Interlock system which prevents engine from starting if traction pedal is out of neutral position or implement drive is engaged. |
| — | — | 16.2 | Operator presence seat switch.   |
| — | — | 16.3 | Mower shall be certified to meet ANSI specification B71.4-1999 and applicable Federal and State OSHA regulations based thereon.  |
| — | — | 16.4 | Weight transfer system (if offered by the manufacturer).   |

Company Name\_\_\_\_\_

Meets Specs.

Yes No

17. PAINT

\_\_\_ \_\_\_ 17.1 Manufacturer's standard color.

18. MANUALS

\_\_\_ \_\_\_ 18.1 One (1) operators manual for each unit bid.

\_\_\_ \_\_\_ 18.2 Two (2) complete parts manuals.

\_\_\_ \_\_\_ 18.3 Two (2) complete service manuals.

\_\_\_ \_\_\_ 18.4 VCR video(s) concerning maintenance, safety and operation of units supplied.

19. OPERATIONAL WEIGHT DIMENSIONS AND SOUND EXPOSURE

\_\_\_ \_\_\_ 19.1 Not less than 1,400 lbs (weight to include traction unit and cutting deck only, optional equipment not included).

\_\_\_ \_\_\_ 19.2 Approximate dimensions as follows:

\_\_\_ \_\_\_ 19.2.1 Transport width 65".

\_\_\_ \_\_\_ 19.2.2 Overall length 120"

\_\_\_ \_\_\_ 19.2 Please state decibel level in operator's position per SAE standards under full load with no cab \_\_\_\_\_ d.b.a.

20. DELIVERY

\_\_\_ \_\_\_ 20.1 The City of Lincoln desires a delivery date of April 1<sup>st</sup> , 2005. Please be advised that the estimated delivery date will be given consideration in determination of bid award. Estimated delivery time ARO\_\_\_\_\_ Days.

\_\_\_ \_\_\_ 20.2 Delivery shall be F.O.B. Fleet Services Garage, 901 North 6<sup>th</sup> Street, Lincoln, Nebraska. Monday thru Friday, 8:00 a.m. to 3:00 p.m.

21. REQUIRED EQUIPMENT WARRANTY

\_\_\_ \_\_\_ 21.1 Full machine warranty as offered by the manufacturer for a minimum period of five (5) years from date of acceptance or during the first 3,000 hours of operation, as recorded by the engine hour meter, whichever comes first.

\_\_\_ \_\_\_ 21.1.1 The basic standard and extended warranties **MUST** be provided by the original equipment manufacturer.

\_\_\_ \_\_\_ 21.1.2 Coverage provided through independent warranty companies "aftermarket warranties" are not acceptable.

\_\_\_ \_\_\_ 21.1.3 Complete details of warranty must accompany your bid proposal.

\_\_\_ \_\_\_ 21.2 Attachment equipment (i.e. snow blower, broom, cab) will carry manufacturers standard one (1) year warranty.

\_\_\_ \_\_\_ 21.3 During the warranty period, it shall be the responsibility of the seller to perform warranty repairs **F.O.B.**, machine location within the city limits of Lincoln, Nebraska or, at the seller's discretion, to transport the equipment to the seller's repair facility for such repairs. All transportation costs associated with such warranty repairs will be paid by the seller.

Company Name\_\_\_\_\_

Meets Specs.

Yes No

- \_\_\_ \_\_\_ 21.4 In the event the equipment is out of service for warranty repairs and cannot be returned to service within five (5) working days of notification of equipment failure, the seller shall supply a like type replacement unit to the City of Lincoln at no rental cost. The City of Lincoln shall retain such rental unit at no cost until the warranty repairs are complete and the City-owned equipment is placed back in service.
- \_\_\_ \_\_\_ 21.4.1 Failure of the seller to provide such a replacement unit after such five (5) day period will subject the seller to liquidated damages in the amount of \$100.00 per day.

22. PARTS AVAILABILITY REQUIREMENTS

- \_\_\_ \_\_\_ 22.1 The following terms and conditions shall apply to repair or replacement parts ordered for a period of five (5) years from date of delivery:
- \_\_\_ \_\_\_ 22.1.1 This Parts Availability Requirement does NOT include attachment equipment (IE snow blower, broom, cab).
- \_\_\_ \_\_\_ 22.2 In the event that repair or maintenance parts are ordered from the seller, and such parts are not delivered F.O.B. to the City of Lincoln, or are not available for collection at the seller's parts distribution center within five (5) working days of order, then such parts shall be furnished free of charge to City of Lincoln.
- \_\_\_ \_\_\_ 22.3 The above referenced time requirement shall not apply if delays beyond the five (5) working day period are caused by Acts of God, strike, or any other reasonable consideration beyond the control of the distributor.

23. PARTS ACCESSABILITY

- \_\_\_ \_\_\_ 23.1 Please state location of seller's parts distribution center, if different from that indicated on the bid proposal.

24. OPTIONS (Please price options separately)

- \_\_\_ \_\_\_ 24.1 9 cubic foot grass collection system complete as follows:
- \_\_\_ \_\_\_ 24.1.1 Welded construction 16" blower housing assembly attached to the cutter deck discharge port and belt driven by the cutter unit.
- \_\_\_ \_\_\_ 24.1.2 Right side mounted hood and bag assembly designed for use with either the provided reusable polyester bag or disposable bags.
- \_\_\_ \_\_\_ 24.2 Mechanical four wheel drive as follows:
- \_\_\_ \_\_\_ 24.2.1 Rear axle driven from front axle through a universal shaft.
- \_\_\_ \_\_\_ 24.2.2 On-demand rear axle engagement through bi-directional overrunning clutch.

**PROPOSAL**  
**SPECIFICATION NO. 04-319**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: Wednesday, December 15, 2004**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit cost</u>	<u>Total Cost</u>
1.	2	Each	52" FRONT-LINE ROTARY RIDING MOWER	\$ _____	\$ _____

Make \_\_\_\_\_

Model \_\_\_\_\_

Options:

2.	2	Each	9 cubic foot grass collection system	\$ _____	
----	---	------	--------------------------------------	----------	--

3.	3	Each	Mechanical four wheel drive as Specified	\$ _____	
----	---	------	---	----------	--

**BID SECURITY REQUIRED:** \_\_\_\_\_ **YES** \_\_\_\_\_ **X** **NO**

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 04-319**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No.      FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**TERMS OF PAYMENT**

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.



## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

#### **19. AFFIRMATIVE ACTION**

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

#### **20. LIVING WAGE**

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.